



Nyla M. Laney
Assistant

Legal Department
1600 Williams Street, Suite 5200
Columbia, SC 29212

T: 803.401.2904
F: 803.254.1731
nl0113@att.com
www.att.com

January 16, 2012

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Second Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Berkeley Cable Television, Inc. d/b/a Home Telecom pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2005-78-C

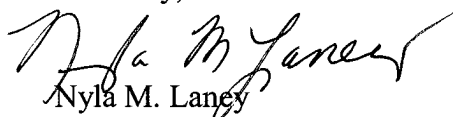
Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") and Berkeley Cable Television, Inc. d/b/a Home Telecom submit to the South Carolina Public Service Commission the Second Amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and Berkeley Cable Television, Inc. d/b/a Home Telecom within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,



Nyla M. Laney

cc: James E. McDaniel
1018673



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**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T SOUTH CAROLINA
AND
BERKELEY CABLE TELEVISION, INC. d/b/a HOME TELECOM**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T South Carolina ("AT&T South Carolina") (previously referred to as BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T")) and Berkeley Cable Television, Inc. d/b/a Home Telecom (f/k/a Home Telecom, LLC), is hereby amended as follows.

WHEREAS, AT&T South Carolina and Home Telecom, LLC ("Home Telecom, LLC") are the parties to that certain "Interconnection Agreement" approved as of January 13, 2008 (the "Agreement"); and

WHEREAS, Home Telecom, LLC has changed its name to "Berkeley Cable Television, Inc. d/b/a Home Telecom", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T South Carolina and Berkeley Cable Television, Inc. d/b/a Home Telecom hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Home Telecom, LLC" to "Berkeley Cable Television, Inc. d/b/a Home Telecom".
2. AT&T South Carolina shall reflect that name change from "Home Telecom, LLC" to "Berkeley Cable Television, Inc. d/b/a Home Telecom" only for the main billing account (header card) for each of the accounts previously billed to Home Telecom, LLC. South Carolina shall not be obligated, whether under this Amendment or otherwise, to make any other changes to South Carolina's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Berkeley Cable Television, Inc. d/b/a Home Telecom affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Home Telecom, LLC with South Carolina for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Berkeley Cable Television, Inc. d/b/a Home Telecom shall operate with AT&T South Carolina under the "Berkeley Cable Television, Inc. d/b/a Home Telecom" name for those accounts. Such operation shall include, by way of example only, submitting orders under Berkeley Cable Television, Inc. d/b/a Home Telecom, and labeling (including re-labeling) equipment and facilities with Berkeley Cable Television, Inc. d/b/a Home Telecom.
4. Berkeley Cable Television, Inc. d/b/a Home Telecom is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Berkeley Cable Television, Inc. d/b/a Home Telecom, or by South Carolina on behalf of Berkeley Cable Television, Inc. d/b/a Home Telecom, for updating billing accounts and End User records.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment)

with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

Berkeley Cable Television, Inc. d/b/a Home Telecom

BellSouth Telecommunications, LLC d/b/a South
Carolina by AT&T Services, Inc., its authorized agent

By: H Keith Oliver

By: Patrick Doherty

Printed: H. Keith Oliver

Printed: Patrick Doherty

Title: Sr. Vice President
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 09 January 2012

Date: 1-16-12

CLEC OCN # - 712C

ACNA - HEM